

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO.
HAA039E00

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)
☐ GRANT
☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Steven D. Shapiro
USDI, Bureau of Land Management
Oregon State Office, OR952
PO Box 2965
Portland, OR 97208
(503) 808-6227
Email Steve_S Shapiro@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Robert vanCreveld, Chairman of the Board
Lincoln Soil and Water Conservation District
157 NW 15th St. #1
Newport, OR 97365
Phone (541) 265-2631
Fax (541) 265-9351
Email Robert@edgewaterenviro.com

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Randy Gould
USDI, Bureau of Land Management
Salem District
1717 Fabry Rd. SE
Salem, OR 97306
(503) 375-5682
Email Randy_Gould@blm.gov

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

Eddie Huckins
Lincoln Soil and Water Conservation District
157 NW 15th St. #1
Newport, OR 97365
Phone (541) 265-9510
Fax (541) 265-9351
Email huckins@pacifconline.net

8. PROGRAM STATUTORY AUTHORITY PL 94-579, Section 307(b), PL 106-393

9. STARTING DATE Same as Block 17c

10. EFFECTIVE DATE Same as Block 17c

11. COMPLETION DATE Five Years from date in Block 17c

12. TYPE OF RECIPIENT (Check one)

- ☐
- STATE
-
- ☐
- LOCAL GOVERNMENT
-
- ☐
- INDIAN TRIBAL GOVERNMENT
-
- ☐
- EDUCATIONAL INSTITUTION
-
- ☐
- INDIVIDUAL
-
- ☐
- FOR-PROFIT ORGANIZATION
-
- ☒
- NON-PROFIT ORGANIZATION
-
- ☐
- OTHER (SPECIFY) Soil & Water Conservation District

13. FUNDING INFORMATION

	Recipient	BLM	FS
This obligation	\$ _____	\$ _____	\$ _____
Previous obligation	\$ _____	\$ _____	\$ _____
Total obligation	\$ _____	\$ _____	\$ _____
Share Ratio	_____	_____	_____

14. ACCOUNTING AND APPROPRIATION DATA: To be obligated by Task Order.

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Lincoln County Knotweed Eradication – Overall goal is to eradicate knotweed from middle coast watersheds in Lincoln County based on modeling work of the Nature Conservancy in treating knotweed in the Sandy River watershed in Northern Oregon. 1) Contact landowners and obtain permission for treating knotweed on their land; 2) Use "best effective tool" to destroy knotweed in known locations and monitor treatment effectiveness; 3) stop the current rapid expansion of knotweed in Lincoln County.

16a. NAME AND TITLE OF SIGNER (Type or print)

ROBERT VAN CREVELD, CHAIR LSWCD

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Steven D. Shapiro

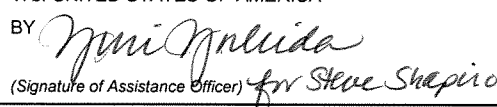
16b. RECIPIENT


 (Authorized Signature)

16c. DATE SIGNED

4/29/03

17b. UNITED STATES OF AMERICA

 BY 
 (Signature of Assistance Officer) for Steve Shapiro

17c. DATE SIGNED

5/6/03

I. Statement of Joint Objectives

- A. Purpose. This agreement is made and entered into for the purpose of facilitating cooperation between Lincoln Soil and Water Conservation District and the BLM in identifying, prioritizing and planning knotweed eradication projects in Lincoln County. This project, which is funded through the Secure Rural Schools and Community Self-Determination Act of 2000 (Public Law, 106-393) and approved by the Salem District Resource Advisory Council on June 12, 2002 is a companion project to one similarly funded by the Siuslaw RAC. Both sources of funding will be utilized to accomplish overall program objectives. The agreement would allow for funding of future restoration projects that are identified as a result of this and other inventories and/or analyses and hence would be for a period of five years.
- B. Objective. This agreement provides for funding of the Lincoln County Knotweed Eradication Project for Lincoln County, which includes the following elements (*Reference the attached Project Description, Project Plan (for use development of Task Orders), and Site List*):
1. Project Manager – Coordinate inventory of knotweed populations from known sources, landowner contacts, watershed councils, Lincoln County surveyors, stream survey personnel and Lincoln County Vegetation Management.
 2. Map and categorized known populations.
 3. Develop treatment alternatives for known populations.
 4. Prioritize and Implement treatments as prescribed by treatment prescriptions.
 5. Monitor treatments for effectiveness.
 6. Re-treat where necessary.
 7. In addition to funding of the Lincoln County Knotweed Eradication Project, this agreement would facilitate the implementation of future projects approved by the Salem District Resource Advisory Committee and funded by Title II of Secure Rural Schools and Community Self-Determination Act of 2000 (Public Law, 106-393). Task orders for future projects could be added to this agreement.

Reference also May 30, 2002 Project Application for Lincoln County Knotweed Eradication Project (attached).

C. Authority

1. Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)).
2. Secure Rural Schools and Community Self-Determination Act of 2000 (Public

Law, 106-393) hereinafter referred to as "County Payments" legislation.

D. Benefits

Benefits would be a coordinated approach to eradication of Giant Knotweed in Lincoln County, irrespective of land ownership. The public would benefit by the reduction in duplicate efforts being performed by various agencies and private landowners. This project builds partnerships for entities working in Lincoln County watersheds with a concern for eradication of knotweed and other noxious weeds as well as overall watershed restoration efforts. Noxious weeds reduce natural and financial values on private and public land. Therefore, eradication of knotweed will benefit communities and the public interest. It will also will improve the health of federal forests and improve natural values in the area since the federal lands are intermingled with private.

Knotweed has the ability to spread incredibly fast and out compete native vegetation communities which reduces the diversity present in the stream influence zone. By reducing diversity of the plant community there is also the potential for reducing the diversity of the animal community that depends on that vegetation which would include terrestrial and aquatic insects that are consumed by coho salmon and other aquatic species that reside in these streams and rivers. The knotweed also has the potential to limit future large wood recruitment to the stream by restricting the establishment of seedlings in the stream influence zone. This in turn would potentially be detrimental to anadromous and resident fish habitat by reducing cover for juvenile fish and deep complex pools that would form when the trees were recruited to the stream. Knotweed also has the potential to stabilize gravel bars in and along the streams which may accelerate erosion above natural levels and cause sediment to be deposited in gravels that may reduce the survival of eggs present in gravels below the sites. Turbidity levels may also be increased in those locations due to the high levels of erosion which could stress juvenile fish present below those sites making those fish more susceptible to disease and predation.

Knotweed species targeted for eradication are the habitat degrading Giant knotweed (*Polygonum sachalinense*), Japanese knotweed (*Polygonum cuspidatum*) and Himalaya knotweed (*Polygonum polystachyum*).

The high potential for these knotweeds to spread and dominate riparian areas has been evidenced in other Coastal Oregon Counties (Coos and Lane). With only 19.5 acres of knotweed infestation known to occur within Lincoln County (estimated 25 acres total including unmapped sites), eradication is a feasible objective within the four-year timeframe of the project and is considered a high priority by the SWCD.

Control of knotweed will provide numerous ecosystem benefits to watersheds in Lincoln County.

II. Definitions

A. Agreement: means this cooperative agreement.

- B. Assistance Officer (AO): means the BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement. The AO is responsible for monitoring the agreement for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement and closing out the agreement.
- C. Assistance Representative (AR): means the BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work, which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.
- D. BLM: means the Bureau of Land Management. May also be referred to as Bureau.
- E. CFR: means Code of Federal Regulations.
- F. Fiscal Year (FY): means the Federal fiscal year that extends from October 1 of one year through September 30 of the following year.
- G. Lincoln SWCD may also be referred to as recipient.
- H. Not-to-Exceed (NTE) Amount: means the maximum Federal funding amount.
- I. OMB: means Office of Management and Budget.
- J. Project Inspector (PI): means the BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the Project Manager any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.
- K. Project Manager: means the recipient's Project Manager.
- L. Responsible Official: means the recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement.
- M. Task Order (TO): means the order that is issued against the agreement to obligate funds for specific services or work to be accomplished.
- N. Assistance Ordering Officer (AOO): means the BLM's Assistance Ordering Officer. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating, and closing out the agreement. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO.

III. Project Management Plan

A. Lincoln SWCD agrees to:

1. Allow the BLM, its employees, agents, contractors, and cooperators access to the project area for the purposes relating to the objectives of this Agreement.
2. Notify BLM a minimum of 7 days prior to the commencement of work and then immediately following the halting of work.
3. Provide a Project Plan to the AR, with associated estimated costs, to provide a basis on which payment will be made once the work is complete. (utilize the attached project plan).
4. Perform work in accordance with established engineering practices and in accordance with Oregon OSHA requirements.
5. Provide BLM with invoices for payment that tracks the above project plan and includes the following:
 - a. Name and address of contractor and invoice date.
 - b. Agreement Number.
 - c. Description, quantity, unit of measure, unit price.
 - d. Name, title, phone #, and address of person to be notified in event of a defective invoice.
 - e. Other substantiating documentation or information as desired.

In order for payment to proceed as spelled out in Section VI of this agreement, invoices will be submitted to the Assistance Officer listed in Block 4 of the cover sheet of this agreement.

6. Lincoln SWCD will provide overall project management responsibilities. However, no actual eradication work will be performed until all biological approvals have been received by the Government.

B. The BLM agrees to:

1. Assist SWCD in complying with any monitoring and/or auditing requirements that arise from implementation of this project utilizing County Payments legislation authorization.
2. Provide payments to SWCD in accordance with Section V, Financial Support, and Section VI, Payments, of this agreement and applicable OMB and Treasury Regulations.

IV. Term of Agreement This agreement shall become effective on the date of signature of the

BLM Assistance Officer and shall remain in effect for a period of five years, until allocated funds are fully utilized, or unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84. This agreement may be renewed and/or amended for subsequent approved phases of the subject to the availability of Federal funding, by mutual written modification signed by both parties to this agreement.

V. Task Orders (TO)

- A. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective.
- B. Contents. A TO will contain:
 - 1. The specifications or statement of work that will be performed under that specific TO.
 - 2. A list of any deliverable items that are required.
 - 3. Any necessary drawings and/or location maps.
 - 4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.
 - 5. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with NTE amount for the task.
 - 6. Any other detail or information necessary.

VI. Financial Support

- A. This agreement shall be funded by issuance of TOs based on the availability of BLM funding. The SWCD hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.
- B. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY.
- C. The BLM shall not be obligated to pay for nor shall SWCD be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.
- D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64. Anticipated support and/or in-kind support by partners, including BLM, to this agreement for this project:

BLM	\$ 40,327
USFS	\$ 61,490

~~COUNTY VEGETATION MANAGEMENT~~
~~Lincoln Soil and Water Conservation District~~ *OH* \$ 1,140
TOTAL: \$102,957

E. Program income for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65.

VII. Payments.

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 2. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.
 - b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
 3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds should be made in fund line item order, beginning with 001.
- B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. *Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.*

- C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. *If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.*

This recipient is subject to Agency Review for payment requests.

VIII. Property Management and Disposition

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.74.

IX. Deliverables and Reports

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

- A. A detailed project plan, submitted to AR, no later than April 30, 2003. (Received and attached).
- B. Monitoring report that complies with Section 203 (b) (6) of PL 106-393.

X. Key Officials.

A. Assistance Officer (AO)

Steven D. Shapiro
USDI, Bureau of Land Management
Oregon State Office, OR952
PO Box 2965
Portland, OR 97208
(503) 808-6227

B. Assistance Representative (AR)

Randy Gould
Bureau of Land Management
Salem District
1717 Fabry Rd SE
Salem, OR 97306
(503) 375-5682

C. Project Inspector (PI)

Ron Exeter
Bureau of Land Management
Salem District
1717 Fabry Rd SE
Salem, OR 97306
(503) 315-5963

D. Responsible Official

Robert vanCreveld, Chairman of the Board
Lincoln Soil and Water Conservation District
157 NW 15th St. #1
Newport, OR 97365
Phone (541) 265-2631
Fax (541) 265-9351

E. Project Manager

Eddie Huckins
Lincoln Soil and Water Conservation District
157 NW 15th St. #1
Newport, OR 97365
Phone (541) 265-9510
Fax (541) 265- 9351

XI. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; and (e) all Agreement sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both the Recipient and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms.

The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
 Natural Resources Library
 Interior Service Center
 Gifts and Exchanges Section
 1849 C Street, N.W.
 Washington, D.C. 20240

XII. General Provisions.

- A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

- B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.
- C. OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.
- D. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.
- E. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.
- F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.
- G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.
- H. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:
 - 1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").
 - 2. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 -Buy American Requirements for Assistance Programs.
- J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.
- K. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned,

rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

- L. Cooperative Agreement Provision. Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriation Act, FY 1998, for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.